



**COUNTY OF SALEM
NOTICE OF REQUEST FOR PROPOSAL**

Exempt Services

The County of Salem is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Salem County is soliciting proposals for:

THIRD PARTY ADMINISTRATOR

Salem County requires submission by Thursday, **December 15, 2011 at 11:00 A.M.** in the Office of Purchasing, 94 Market Street, 2nd Fl., Salem, New Jersey 08079. Late submissions will not be accepted.

With the exception of the United States Postal Service, express mail shall be delivered to the Department of Purchasing, 94 Market Street, 2nd Fl., Salem, New Jersey 08079.

It is the responsibility of prospective respondent's to check this website for any addenda issued prior to the proposal opening. Failure to do so could result in the rejection of your submission.

Specifications and instructions may be obtained in the Department of Purchasing or on the County Website at www.salemcountynj.gov

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

By order of the Board of Chosen Freeholders of the County of Salem, Lee R. Ware Director.

Carol S. Wooten
Purchasing Agent
County of Salem
856-935-7510 x 8499

1. Introduction

The County of Salem is soliciting proposals for the role of Third Party Administrator ("TPA") to provide services for its multi-line insurance program for one year. The County will select a vendor for the position of TPA based upon a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et. seq. Note that in order to have its proposal considered by the County of Salem, interested parties must satisfy the minimum requirements for the position as set forth in this Request For Proposal.

1.1 Licensure or Registration

Respondents shall be licensed or registered through the State of New Jersey, Department of Banking and Insurance, Insurance Division as per N.J.S.A. 17B:27B.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Salem, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

Salem County requires submission by Thursday, **December 15, 2011 at 11:00 A.M.** in the Office of Purchasing, 94 Market Street, 2nd Fl, Salem, New Jersey 08079. Late submissions will not be accepted.

2.2 Proposal Submission Information

One (1) Original and Five (5) copies

It is the respondents' responsibility that proposals are presented to the County at the time and at the place designated. Proposals may be hand delivered or mailed; however, the County disclaims any responsibility for regular or overnight mail. If the proposal is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Proposals received after the designated time and date shall be returned unopened.

Clearly mark the submittal package with the title of this RFP and the name of the responding firm. The original proposal shall be marked to distinguish it from the copies.

2.3 Using Department Information Insurance and Risk Management

2.4 County Representative for this Solicitation

Please direct all questions in writing by November 30, 2011 to:

Douglas Wright, CFO

Fax: 856-935-2926

Electronic Mail: dwright@salemcountynj.gov (do not send PDF)

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate (not applicable)

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 Business Registration P.L. 2009, c.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law ([N.J.S.A. 40A:11-23.2](#)) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed

any time prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

2.8.7 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

2.8.8 Pay to Play

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.9 Multiple Proposals Not Accepted

2.10 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.11 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing three business days prior to the public opening.

2.15 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

2.16. Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

3.0 Scope of Work

Refer to Program Specifications

4.0 Proposal Requirements

Refer to Program Specifications

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist
2. Proposal Cost Form
3. Non-Collusion Affidavit
4. Stockholder Disclosure
5. Affirmative Action Statement
6. Acknowledgement of Receipt of Addenda
7. Pay to Play Disclosure
8. Project Response limited to ten (10) pages

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the submittal date. The owner may either award the Contract within the applicable time period or reject all proposals. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. Multiple contracts may be awarded.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

Experience and Required Licensure or Registration
Proposed Methodology
Proposed Fees
Client References

Cost Evaluation

Lowest cost proposal divided by next low cost, multiplied by points

Example: If cost assigned 30 points, and lowest cost proposal is \$100,000 and next low is \$120,000, divide the low cost by the next low and multiply by 30
 $(100,000/120,000) * 30 = 25$

Low cost respondents earns 30 points, next low earns 25 points, etc.

Additional Information

Price shall be based on the requirements set forth. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 Contract Term

The term of awarded contract shall run for twelve (12) consecutive months, commencing January 1st, 2012 and terminating on December 31st, 2012. The basis for proposal shall be a lump sum figure.

5.5 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

THIRD PARTY ADMINISTRATOR FOR THE COUNTY OF SALEM

SCOPE OF SERVICES

INTRODUCTION/DESCRIPTION

The County of Salem is soliciting proposals for the role of Third Party Administrator ("TPA") to provide services for its multi-line insurance program for one year. The County will select a vendor for the position of TPA based upon a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et. seq. Note that in order to have its proposal considered by the County of Salem, interested parties must satisfy the minimum requirements for the position as set forth in this Request For Proposal.

LICENSURE OR REGISTRATION

Respondents shall be licensed or registered through the State of New Jersey, Department of Banking and Insurance, Insurance Division as per N.J.S.A. 17B:27B.

CONTRACT TERM

The term of awarded contract shall run for twelve (12) consecutive months, commencing January 1st, 2012 and terminating on December 31st, 2012. The basis for proposal shall be a lump sum figure.

Scope of Services:

Respondents shall have five (5) years experience in administering services similar in scope and preferably with governmental agencies. Services provided shall include investigation, evaluation and administrative handling of all General Liability, Police Professional, Employment Related Practices and Automobile Liability claims including, but not limited to property damage claims (including subrogation), as well as all Workers Compensation claims. The TPA shall be responsible for maintaining computerized claims data, setting appropriate loss reserves, monitoring all litigation, obtaining necessary case-specific client authority, required reporting to excess insurance carriers on all claims, including tort claim notices, making claims settlement and expense payments, pursuing subrogation opportunities, attending regular County of Salem meetings, and complying with County's claim handling and reporting requirements to excess carrier on all claims. The TPA shall be responsible for all of the above while performing the following minimum duties, as well as those prescribed by applicable law, subject to the review and approval of the County and County Counsel's office:

1. Review all workers compensation claim forms and petitions submitted by County employees and investigate each in order to determine the County's obligation to pay or provide other benefits in accordance with applicable law. The TPA will respond to inquiries, request for information, copies of invoices, etc. within 24 hrs.
2. The Wasserman Fee Schedule (in-state pricing) and the Injenix Fee Schedule (out-of-state pricing) will be utilized by the re-pricing company.
3. While the TPA may recommend treating physicians, facilities, hospitals, re-pricing, and nurse case management companies, the County will make the final determination on which professionals, facilities and companies are utilized.
4. The TPA will have a relationship with an investigation agency that can be utilized in the event that surveillance or other investigatory services are required.
5. Review all tort notice claim forms submitted by the County and investigate each in order to assess the County's obligation to reimburse third parties in accordance with applicable law. Additionally, TPA to investigate claims and send copies of investigation to Attorney handling case in County Counsel office.
6. An "investigation" shall include but not limited to twenty-four (24) hour claimant/insured contact, (C.I.B.) reports, scene photo and/or diagram, police reports, medical records, medical authorizations, signed or recorded statements, estimates or appraisals, weather reports, adjuster evaluation of liability and case value, adjuster case handling strategy, and adjuster reserving methodology. Copies of the above shall be forwarded to County Counsel office for their review. In cases of potential excess of reserve, TPA shall be responsible to forward copies to excess carrier.
7. Review all automobile damage claims submitted by the public as well as by County employees, investigate each in order to assess the County's obligation to reimburse third parties in accordance with applicable law.

Additionally, TPA to investigate claims and send copies of investigation to Attorney handling case in County Counsel office. On cases of high exposure, copies of tort claims notice to be forwarded to excess carrier.

8. Establish, maintain and revise (where reasonably necessary) estimated reserve figures for all claims with notice to County Counsel's office.
9. Proceed with the payment or denial, as appropriate pursuant to applicable law and where authorized by the County, all claims received with notice to County Counsel's office.
10. Maintain and provide to the County and to County Counsel's office monthly and upon request, statistical evaluations of all claims, including by way of example and not limitation, monthly amounts paid on each open claim, claim experience for all County operating years, legal counsel payments, etc.
11. Notify the County and County Counsel's office and excess carrier where there is reason to believe that a claim will exceed the County's claim retention. Respond to inquiries by the County Administrator, County Counsel and/or Risk Manager.
12. Submit bi-weekly report of all expenses (WC, liability, medical) to be paid and issue such checks from a bank account established and maintained by the County.
13. Serve lien letters on all potentially responsible third parties and coordinate with County Counsel's Office in the pursuit of subrogation recoveries.
14. Attend bi-monthly meetings of the County, and special meetings where requested by the County and County Counsel's office. The TPA will make appearances during all trials.
15. Provide a standard set of monthly reports to include, but not limited to, the following areas:
 - Recoveries to date by coverage type;
 - Loss experience by coverage type by policy period and by Location.
 - Claims where total incurred changed by more than \$25,000.
 - Check and/or payment registers.
 - Offer loss control services at a set hourly rate, if requested by the County.
16. Depending on the nature of the individual claim, TPA files shall reflect: twenty-four (24) hour claimant/insured contact, (C.I.B.) reports, scene photo and/or diagram, police reports, medical records, medical authorizations, signed or recorded statements, properly executed releases, Plaintiff and Defense Attorney correspondence, expert reports, IME reports, estimates or appraisals, weather reports, adjuster evaluation of liability and case value, adjuster case handling strategy, and adjuster reserving methodology. Files shall be maintained for five years after closed.
17. Provide on line submission of the New Jersey State employer's report of injury.

18. Provide oversight for Section 111 Mandatory Reporting requirement and review with Risk Manager.

19 Provide on line access to all claim information allowing the Risk Manager and County Counsel's office the ability to view and access, at a minimum:

- Claim Summary with up-to-date information on Claimant, department, loss type, adjuster assigned, reserves, paid-to-date information, etc.
- Payment information containing: check number, issue date, amount, payee, date of service, invoice number, and if disability payment – coverage dates.
- Scanned Images of all correspondence, Explanation of Benefits (EOBs) generated by re-pricing company, medical reports, adjuster notes, miscellaneous reports, etc.
- Statistical reports i.e. financial, injury types, departmental, etc.

PROPOSAL FORMAT

Proposals must contain the following documents. Respondents are to limit their response to ten (10) pages.

TABLE OF CONTENTS

Outline in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

Proposal Points to Address:

Respondents shall respond to all requirements listed below:

- **Introduction letter:** Letter is to outline the Proposer's professional specialization; provide past experience to support the qualifications of the Proposer. Letter should also provide physical address of firm, point of contact, e-mail address, phone and fax for point of contact.
- **Proposer's must provide documentation:** Proposer's shall submit supporting documentation and provide a response to each numeric item to demonstrate the capability to provide and implement the required services.
- **References:** List at least three (3) client references, preferably New Jersey governmental agencies and include contact name, title, company, address, telephone number, e-mail address, fax number.
- **Fee Information: A Lump Sum** Fee must be submitted with the Proposal. Notwithstanding any fee submitted, the County reserves the right to further negotiate same with the successful contractor.
- **Insurance and Indemnification:** The Proposer will provide a certificate of insurance showing evidence of:
 - General Liability: \$2 million single occurrence; \$5 million aggregate
 - Professional Liability: \$5 million
 - Automobile: combined single limit \$1 million
 - Workers Compensation and Employers' Liability as statutorily required
 - County of Salem must be named as an additional insured
 - Certificate Holder shall read as follows: County of Salem, 94 Market Street, Salem, New Jersey 08079
 - The certificate shall contain a 30-day notice of cancellation
 - Vendors are required to provide updated certificates as they renew

EVALUATION

An Evaluation Committee will meet to evaluate each Proposal in accordance with the requirements of this RFP. Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee. The Evaluation Committee shall recommend The Proposal deemed to be in the best interest of the County, cost and other factors considered. The Evaluation Committee shall base its recommendations on the following factors, for a total of 100 possible points:

Experience
Proposed Methodology
Proposed Fees
Client References

QUESTIONNAIRE

Please submit responses on a separate page.

1. Number of years of experience (five years required) in operating same business:
2. Has the Proposer or any principals of the applicant organization refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years? If yes, provide details on a separate sheet.
3. Has the Proposer or any of its principals declared bankruptcy or reorganized under Chapter 11 or put into receivership? Yes () No () If yes, provide details.
4. List any criminal violations and/or convictions of the Proposer and/or any of its Principals.
5. Conflicts of Interest. Please list if there are relationships or perceived conflicts of interest in connection with this Proposal: (If none, state same.)

PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Proof of Licensure or Registration from New Jersey Banking and Insurance	_____
Business Registration Certificate to be supplied PRIOR TO CONTRACT AWARD	_____
Acknowledgement of Receipt of Addenda	_____
Stockholder Disclosure	_____
Affirmative Action Statement	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language (Read)	_____
Non-Collusion Affidavit	_____
Certification and Disclosure of Political Contributions	_____
Qualification Statement (limited to ten pages)	_____
Questionnaire Response (limited to two pages)	_____
References	_____
Proposal Cost Form	_____

COUNTY OF SALEM

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

CONTRACT LANGUAGE FOR BRC COMPLIANCE

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, NJ 08646-0352

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

STOCKHOLDER DISCLOSURE CERTIFICATION

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation | |

This form shall be completed and signed. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

Stockholders: (DO NOT REFERENCE A COMPANY, REFERENCE INDIVIDUALS ONLY)

Name: _____	Name: _____
-------------	-------------

Home Address: _____	Home Address: _____
---------------------	---------------------

_____	_____
-------	-------

Name: _____	Name: _____
-------------	-------------

Home Address: _____	Home Address: _____
---------------------	---------------------

_____	_____
-------	-------

Name: _____	Name: _____
-------------	-------------

Home Address: _____	Home Address: _____
---------------------	---------------------

_____	_____
-------	-------

LEGAL NAME OF BUSINESS _____

Signature _____ Date _____

Printed Name & Title _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The County shall, as soon, practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

CONSENT OF INSURANCE COVERAGE

WHEREAS, _____

as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the County of Salem, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith;

NOW, THEREFORE BE IT KNOWN THAT, if the County of Salem shall accept the bid of the Principal and the Principal shall enter into a contract with the County of Salem in accordance with the terms of such bid, we the undersigned, do hereby state that we will provide the Principal with insurance coverage as set below:

- A. The insurance to be provided shall be underwritten by a company licensed to conduct business in the State of New Jersey and who also maintains an office in the State of New Jersey.
- B. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability insurance liability endorsement, and \$2,000,000.00 aggregate property damage per accident; and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- C. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, non-owned, or hired vehicles and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- D. All policies maintained shall name the County of Salem as an additional named insured and shall provide for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation terms of such policies and we shall provide the Office of the County Counsel with certificates of insurance evidencing such policies and provisions.
- E. All required insurance coverages must be in effect no later than 12:01 A.M., prevailing time, at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

Sworn to and subscribed
Before me on this _____
Day of _____,
200__.

(Bidder's Company Name)

(Authorized Signature
on Behalf of the Principal)

NOTARY PUBLIC

INSURER:

(Insurer's Company Name)

My Commission expires: _____

(Authorized Signature
on Behalf of the Insurer)

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

ss:

I, _____ residing in _____

(Name of Affiant)

(Name of Municipality)

in the County of _____ and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm _____

(Title or Position)

(Name of Firm)

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Salem in the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained

by _____

(N.J.S.A. 52:34-15). (Name of Contractor)

Subscribed and sworn to

Before me this day

_____ 200__.

(Signature of Affiant)

(Signature of Notary Public)

(Typed or Printed Name of Affiant)

My Commission expires _____

(Month, Day, Year)

PROPOSAL

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver services as a Third Party Administrator:

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

TOTAL ANNUAL COST

\$ _____

TOTAL ANNUAL COST IN THE WRITTEN WORD

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at _____

COMPANY _____

ADDRESS _____

ADDRESS _____

FED. ID # _____

NAME _____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____

EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service for Salem County.

VENDOR EMERGENCY COMPLIANCE

YES ☐

NO ☐

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
REQUIRED PURSUANT TO N.J.S.A. 19:44A-20.8
COUNTY OF SALEM

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by a business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term “political party committee” means the State committee of a political party, as organized pursuant to R.S. 19:5-4, any county committee of a political party, as organized pursuant to R.S. 19:5-3, or any municipal committee of a political party, as organized pursuant to R.S. 19:5-2.

q. The term “candidate committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term “joint candidates committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L. 1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**COUNTY OF SALEM**

**Part 1 – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the “\_\_\_\_\_” has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that pursuant to P.L. 2004, c.19 would bar the award of this contract in the one year period preceding \_\_\_\_\_ to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the COUNTY OF SALEM as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r ).

|                                                                        |  |
|------------------------------------------------------------------------|--|
| Salem County Democratic Committee, Ware and Wood, Candidates           |  |
| Salem County Republican Organization, Acton and Vanderslice Candidates |  |
|                                                                        |  |
|                                                                        |  |
|                                                                        |  |

**Part 2 – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned

**Check the box that represents the type of business entity:**

- ☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part of this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_  
 Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

|                                                                                                |                                                                                     |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Subscribed and sworn before me this ____ day of _____<br>_____<br>My Commission expires: _____ | _____<br>(Affiant)<br><br>_____<br>(Print name & title of affiant) (Corporate Seal) |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|